

Panaji, 28th October, 2021 (Kartika 6, 1943)

SERIES II No. 31

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 30 dated 21-10-2021 namely, Extraordinary dated 26-10-2021 from pages 589 to 601 regarding Circulars from Department of Finance.

GOVERNMENT OF GOA

Department of Captain of Ports

Order

No. A 34071/Corresp. (Fin)(Part)/2426

Sanction of the Government is hereby accorded to appoint Shri Octavio A. Rodrigues, Marine Engineer & Ship Surveyor of the Captain of Ports Department to be a Member of the Work Study-cum-Anomaly Committee constituted in terms of Order No. 8/1/2020-WSAC/Fin(R&C)/1816 dated 31-08-2021 issued by the Department of Finance (Revenue & Control), Government of Goa, Secretariat, Porvorim, Goa.

The Committee has been constituted by the Government for analyzing cases involving anomalies in Upgradation/promotion/hierarchies and to submit its detailed report with specific recommendations to the Finance Department in a time bound manner.

All such case(s) in respect of the Captain of Ports Department shall be referred to the Finance Department through Shri Octavio A. Rodrigues, Marine Engineer & Ship Surveyor who has been appointed as a departmental member on the Committee.

By order and in the name of the Governor of Goa.

Capt. *James Braganza*, ex officio Jt. Secretary (Captain of Ports).

Panaji, 19th October, 2021.

Department of Co-operation
Office of the Asstt. Registrar of Co-operative Societies

Notification

No. 5-1941-2021/ARSZ/HSG

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative Societies Act, 2001, "The Marshall Luiza Co-operative Housing Society Ltd., opp. Masjid, Davorlim, Salcete-Goa" has been registered under Code Symbol No. RCSSZ2021220001.

H. S. Gawde, Asstt. Registrar, South Zone (Co-operative Societies).

Margao, 14th July, 2021.

Certificate of Registration

"The Marshall Luiza Co-operative Housing Society Ltd., opp. Masjid, Davorlim, Salcete-Goa" is registered on 14-07-2021 and it bears registration Code Symbol No. RCSSZ2021220001 and it is classified as "Housing Society" under sub-classification No. 7 (b) as "Co-partnership Housing Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

H. S. Gawde, Asstt. Registrar, South Zone (Co-operative Societies).

Margao, 14th July, 2021.

Notification

No. 5-1942-2021/ARSZ/HSG

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative Societies Act, 2001, "The Mohidin's Regina Co-operative Housing Society Ltd., Opposite Lima Lectao House, Near Mercedes Chapel, Mercedes Vaddem,

Vasco-da-Gama, Goa" has been registered under Code Symbol No. RCSSZ2021220002.

H. S. Gawde, Asstt. Registrar, South Zone (Co-operative Societies).

Margao, 27th July, 2021.

Certificate of Registration

"The Mohidin's Regina Co-operative Housing Society Ltd., Opposite Lima Lectao House, Near Mercedes Chapel, Mercedes, Vaddem, Vasco-da-Gama, Goa" is registered on 27-07-2021 and it bears registration Code Symbol No. RCSSZ2021220002 and it is classified as "Housing Society" under sub-classification No. 7 (b) as "Co-partnership Housing Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

H. S. Gawde, Asstt. Registrar, South Zone (Co-operative Societies).

Margao, 27th July, 2021.

Notification

No. 359382607202126

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative Societies Act, 2001, "The Mint Leaf Co-operative Housing Maintenance Society Ltd., Mutt Road, Gogol, Margao, Salcete-Goa," is registered under Code Symbol No. RCSSZ2021220003.

Suraj S. Ghaisas, Asstt. Registrar, South Zone (Co-operative Societies).

Margao, 21st September, 2021.

Certificate of Registration

"The Mint Leaf Co-operative Housing Maintenance Society Ltd., Mutt Road, Gogol, Margao, Salcete-Goa," has been registered on 20-09-2021 and it bears registration Code Symbol No. RCSSZ2021220003 and it is classified as "Co-operative Housing Society" under sub-classification No. 7 (d) "Co-operative Housing Maintenance Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Suraj S. Ghaisas, Asstt. Registrar, South Zone (Co-operative Societies).

Notification

No. 359380408202137

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative

Societies Act, 2001, "The C.P.J. Residency Co-operative Housing Maintenance Society Ltd., Near St. Annes School, Agalli, Fatorda, Salcete-Goa, is registered under Code Symbol No. RCSSZ2021220004.

Suraj S. Ghaisas, Asstt. Registrar, South Zone (Co-operative Societies).

Margao, 21st September, 2021.

Certificate of Registration

"The C.P.J. Residency Co-operative Housing Maintenance Society Ltd., Near St. Annes School, Agalli, Fatorda, Salcete-Goa" has been registered on 21-09-2021 and it bears registration Code Symbol No. RCSSZ2021220004 and it is classified as "Co-operative Housing Maintenance Society" under sub-classification No. 7 (d) "Co-operative Housing Maintenance Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Suraj S. Ghaisas, Asstt. Registrar, South Zone (Co-operative Societies).

Notification

No. 359361208202143

In exercise of the powers vested in me under sub-section (1) of Section 8 of Goa Co-operative Societies Act, 2001, "The Mohidin's Iconia Co-operative Housing Society Ltd., Jairam Nagar, behind N.S.D., Dabolim, Mormugao-Goa" is registered under Code Symbol No. RCSSZ2021220005.

Suraj S. Ghaisas, Asstt. Registrar, South Zone (Co-operative Societies).

Margao, 29th September, 2021.

Certificate of Registration

"The Mohidin's Iconia Co-operative Housing Society Ltd., Jairam Nagar, behind N.S.D., Dabolim, Mormugao-Goa" has been registered on 29-09-2021 and it bears registration Code Symbol No. RCSSZ2021220005 and it is classified as "Co-operative Housing Society" under sub-classification No. 7 (b) "Co-partnership Housing Society" in terms of sub-rule (1) of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Suraj S. Ghaisas, Asstt. Registrar, South Zone (Co-operative Societies).

Department of Environment & Climate
Change

—
Notification

No. 7/4/98/STE-DIR/PART-III/Vol.II/775

Read: Order dated 23-10-2018, 30-10-2018 & 31-10-2018 in various IAs filed in Writ Petition (Civil) No. 728 of 2015 and Ors. by Hon'ble Supreme Court.

Whereas, the Hon'ble Supreme Court vide its Judgment & Orders read above has given certain directions on manufacture, distribution and use of Fire Crackers in the Country. In the light of these directions and as per the modified directions contained in Hon'ble Supreme Court order dated 30-10-2018, the State Government hereby prescribes following timings for bursting of fire crackers during the Diwali Festival in the year 2021.

1. On the day of the Diwali i.e. on 04th November, 2021 Fire Crackers are

allowed to be burst in the morning from 4.30 a.m. to 5.30 a.m. and in the evening from 7.00 p.m. to 8.00 p.m. strictly.

2. For the days during the Diwali Festival Period i.e. 05th & 06th November, 2021 which is being observed in the State of Goa, the Fire Crackers bursting time shall be strictly restricted between 8.00 p.m. to 10.00 p.m. only.
3. The Police Station in-charge of the respective Police Station shall be fully responsible for implementation of the Supreme Court directions.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Dasharath M. Redkar, Director/Jt. Secretary (DoE & CC).

Panaji, 26th October, 2021.

◆◆◆
Goa Human Rights Commission

Directorate of Education Building

—
Order

No. 6/23/2012-13/GHRC/929

Read: Order No. 6/23/2012-13/GHRC/323 dated 30-01-2013.

In supersession to order cited above and in terms of the provisions of Section 5 of the Right to Information Act, 2005 (Central Act 22 of 2005), the following officers are designated as the Public Information officer and the Asstt. Public Information officer at Goa Human Rights Commission, Panaji-Goa.

Sr. No.	Designation	Designation as per sub-section (1) & (2) of Section 5 of the RTI Act	Area of Jurisdiction of work assigned in case of more than one PIO/APIO in the Department
1.	Section Officer, Goa Human Rights Commission 18th June Road, 1st floor, Old Education Building, Panaji, Goa	Public Information Officers (PIO)	N.A.
2.	Legal Assistant, Goa Human Rights Commission 18th June Road, 1st floor, Old Education Building, Panaji, Goa	Asstt. Public Information Officer (APIO)	Information pertaining to legal matters/Cases.
3.	Sr. Assistant, Goa Human Rights Commission 18th June Road, 1st floor, Old Education Building, Panaji, Goa	Asstt. Public Information Officer (APIO)	Information pertaining to Administrative Matters.

Amarsen Wamanrao Rane, Secretary (Goa Human Rights Commission).

Panaji, 13th October, 2021.

Office of the Goa Human Rights Commission

—
**Before the Goa Human Rights
Commission at Panaji-Goa**

Proceeding No. 269/2018

Prakash Kundaikar,
Nagali, Taleigao-Goa

... Complainant.

V/s

- 1) The Dean,
Goa Medical College,
Bambolim-Goa.
 - 2) The Medical Superintendent,
Goa Medical College,
Bambolim-Goa.
 - 3) Shri Vishant S. Nagvekar,
C-49, Government Quarters,
Altinho, Panaji-Goa.
 - 4) Shri Avelino De Sa,
President,
Disability Rights Association
of Goa, Opp. Head Post Office,
Panaji-Goa
- ... Respondents.

Inquiry Report/Order

(3rd August, 2021)

An email from the Complainant, Shri Prakash Kundaikar, was inwarded in this Commission on 11-12-2018, in respect of the odd practice followed by the authorities incharge of issue of disability or other related certificate to persons with Disability, by demanding full body photograph.

2. By order dated 12-12-2018, on perusing the complaint, dated 09-12-2018, the Commission called for the report from the Respondents No. 1 & 2.

3. The Respondent No. 1, the Dean, Goa Medical College, Bambolim, filed their report dated 01-01-2019 along with the Note of Respondent No. 2, i.e. Medical Superintendent, Goa Medical College, Bambolim, dated 13-12-2018 and with the letter of the Chairman of the Medical Board dated 18-12-2018.

4. Subsequently, on the application of Respondent No. 3, Shri Vishant S. Nagvekar, received by email on 18-01-2019, he was allowed to intervene. So also Respondent No. 4, Shri Avelino De Sa, President, Disability Rights Association of Goa, was added as Respondent No. 4 on 07-03-2019, based on his application before this Commission.

5. At the stage of hearing, the Commission heard the Complainant and Respondent No. 4 in person. The respondents No. 1, 2 & 3 remained absent.

6. The Commission has gone through the complaint and the replies of the Respondents and the documents produced as well as the law on the subject.

7. The Commission finds that the complaint was filed as the authorities were demanding, from the persons with disabilities, full body photographs in 4x6" or 3x4", for issue of disability certificates.

8. The Complainant has prayed that only passport size photographs showing the face only, be accepted for protecting the dignity of the persons with disabilities.

9. From the replies of the Respondents, it is seen that the Medical Superintendent of Goa Medical College, Bambolim had issued Note dated 31-12-2018 directing all the concerned doctors in the Department of Orthopedic not to insist on full body photographs and to follow the new guidelines.

10. So also by letter dated 18-02-2018, the Chairman of the Medical Board of Goa Medical College had informed the Dean that no personnel has asked for or insisted for full body photograph for patients of disability.

11. The Complainant had filed a Rejoinder on 06-02-2019 stating that the Respondents are still compelling persons with disability to submit full body photographs to obtain railway concession certificate.

12. The Complainant has produced with his Rejoinder a copy of a disability certificate showing the full body photograph in use.

13. The Respondent No. 3 has also produced a Disability Certificate dated 16-03-2017 issued to him having his full photo. This shows that full body photographs are taken which goes against the provisions of the Act, thereby violating the human rights of the persons with disability.

So also, the Respondent No. 4 in his reply, had stated that there are many persons with disability in Goa, including him, who have been issued Disability Certificates, exposing their affected body parts, copies of which were annexed.

14. The Commission finds that under the 'The Rights of Persons with Disabilities Act, 2016, Section 58 contains the procedure regarding issuance of disability certificate. The full body photograph which was mandatory earlier stands replaced with

"Two recent passport size photographs", as per Rule 17(2)(b) of the Rights of Persons with Disabilities Rules, 2017. These Rules were published in the Official Gazette dated 15th June, 2017, of the Central Government and extend to the whole of India, including Goa. A passport size photograph is a small photograph of a person's face, of the type used on passports, i.e. of size 2 x 2 inches or 51 mm x 51 mm.

15. The Commission finds that the Rule 17(2)(b) of The Rights of Persons with Disabilities Rules, 2017 are not followed and non adherence of the same amounts to violation of human rights and privacy of the person/s thereof.

16. Hence, the Commission issues the recommendation as under :

"The Respondents No. 1 & 2 shall ensure that Disability Certificates/other necessary certificates of persons with disabilities, are issued, only by accepting passport size photographs, showing only the face of the Applicant and not the full body photograph, in accordance with the Rights of Persons with Disabilities Act, 2016 and the Rights of Persons with Disabilities Rules, 2017".

Date: 03-08-2021.

Place: Panaji-Goa.

Sd/-	Sd/-	Sd/-
(Justice U. V. Bakre),	(Desmond D'Costa),	(Pramod V. Kamt),
Chairperson,	Member,	Member,
Goa Human	Goa Human	Goa Human
Rights	Rights	Rights
Commission.	Commission.	Commission.

Department of Home Home—General Division

Corrigendum

No. 24/31/2014-HD(G)/3582

Read: Order No. 24/31/2014-HD(G)/Part/2364 dated 24-06-2021.

In the above referred order the third line of the first para may be read as "on temporary basis" instead of "as probationers".

The rest of the content of the said order remains unchanged.

By order and in the name of the Governor of Goa.

Pritidas U. Gaonkar, Under Secretary (Home).

Porvorim, 11th October, 2021.

Department of Industries

Order

No. 14/14/2019-IND/354

Government of Goa is pleased to appoint the following Officer as a "Nodal Officer" regarding incentives by State Government for ZED certified MSME's under MSME Sustainable (ZED) Scheme of Ministry of MSME for Zero Effect Zero Defect (ZED) related activities:-

Name: Swetika Sachan, IAS.

Designation: Director.

Address: Directorate of Industries, Trade & Commerce, Udyog Bhavan, Panaji-Goa.

Contact No.: 0832-2222241.

9717748244.

Email: dir-indu.goa@nic.in

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Industries).

Porvorim, 12th October, 2021.

Department of Labour

Notification

No. 28/2/2021-LAB/343

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-06-2021 in Ref. No. IT/53/16 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 19th July, 2021.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before *Ms. Bela N. Naik*, Hon'ble Presiding Officer)

Ref. No. IT/53/16

Workmen,
Rep. by The President,
Bhartiya Kamgar Sena,
C/o Shankar Murari Pandit,
H. No. 86/1(85, Mahalaxmi
Residency,
Behind Kala Bhavan,
Sancoale-Goa-403 ... Workmen/Party I

V/s

M/s Sanofi India Limited,
L-121, Phase III, Verna Industrial
Estate,
Verna, Goa-403 722 ... Employer/Party II
Workmen/Party I represented by Ld. Adv. Shri P. J.
Kamat.

Employer/Party II represented by Ld. Adv. Shri M.
S. Bandodkar.

AWARD

**(Delivered on this the 22nd day of the month
of June of the year 2021)**

By order dated 02-11-2016, bearing No. 28/41/
/2016-LAB/772, the Government of Goa in exercise
of powers conferred by Section 10 (1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

*“(1) Whether the action of the Management of
M/s Sanofi India Limited, Plot No. L-121,
Phase-III, Verna Industrial Estate, Verna, Goa,
in non-payment of Special Allowance to the
following workmen, is legal and justified?”*

Sr. No.	Name	Designation
1.	Shri Shankar Pandit	Operator
2.	Shri Rajesh Naik	-do-
3.	Shri Mangrishi Patil	-do-
4.	Shri Ajay Phadte	-do-
5.	Shri Sushant Naik	-do-
6.	Shri Felix D'Souza	-do-
7.	Shri Bolanath Kanlonkar	-do-
8.	Shri Jagdish Shetkar	-do-
9.	Shri Dhana Naik	-do-
10.	Shri Dinesh Naik	-do-
11.	Shri Dilip Phondekar	-do-
12.	Shri Gopi Sawant	-do-
13.	Shri Navindra Borkar	-do-
14.	Shri Vijaykumar Naik	-do-
15.	Shri Keshav Naik	-do-
16.	Shri Sandip Gaonkar	-do-
17.	Shri Suraj Tamse	-do-
18.	Shri Ashvek Parab	-do-

1	2	3
19.	Shri Gaspar Fernandes	-do-
20.	Shri Rajesh Borkar	-do-
21.	Shri Rajendra Naik	-do-

*(2) If the answer to issue No. (1) above is in the
negative, then, what relief the workmen are
entitled to?”*

2. Upon receipt of the reference, it was registered
as IT/53/16 and registered A/D notices were issued
to both the parties. Pursuant to service of notices,
Party I filed Claim Statement at Exhibit 7 and
Party II filed its Written Statement at Exhibit 8.

3. In short, the case of the Party I is that the
Party I is a registered Trade Union registered under
the Trade Union's Act with its registered address
at Mumbai, presently represents all the workmen
concerned in the present dispute. The Party I Union
had signed a wage settlement with the Party II on
08-07-2014. The Party I had formed a Local
Committee of the workmen for the day to day
grievances of the workmen of Party II and the said
Committee had been authorised to discuss,
negotiate the grievances of the workmen and settle
the same.

4. The Party I states that the Party II is in the
business of manufacturing medicines for the
treatment of the patients in several therapeutic
areas such as diabetes, cardiology, consumer health
care, hospital, central nervous system, anti-
histamines, etc. The Party I submits that Party II
commissioned Plant II in the year 2013 and is called
manufacturing II (for short Plant II). The Party I
states that the process of manufacturing in Plant II
is the same and that about seven Operators who
were working in Plant I were shifted to Plant II and
were doing the same jobs which were done in Plant
I. The Party I also states that the workmen of the
Party II had formed an Union under the name
Hoechst Marion Roussel Goa Plant Employees Union
and registered the same under the Trade Unions
Act, 1926 under No. 400 dated 08-03-2001. The said
Union had signed a settlement on the Charter of
Demands on 26-12-2001 which was effective from
01-01-2001 to 30-06-2004. The Operators thereafter
joined the membership of the Goa Trade and
Commercial Workers' Union (AITUC) in the year 2004
and had signed two settlements dated 30-12-2005
and 24-12-2008 with Party II on the Charter of
Demands. The workmen resigned from the said
Union and joined the Goa Kamgar Karmachari Sena
and thereafter joined the Party I Union.

5. The Party I states that the Party II on realising
that the Operators have joined the Party I Union,

the Party II discontinued employing the workers as Operators and started employing the workers with the designation as Management Associates with higher benefits than what is paid to the regular Operators though the nature of the work done by the said Associates was the same as that of the Operators. The Party I further states that in the year 2012, the Party II started the 3rd shift from 12 midnight to 8.00 a.m. on the next date. Thus, from the year 2012, the process of manufacturing was continued in three shifts and was being carried out by about 150 Operators, including Operators designated as Management Associates, employed on regular basis. The Party I states that besides the regular Operators, the Party II has also employed Operators, as casual, temporaries, Fixed Term Contract and through Contractors to do the same work which is done by the regular Operators.

6. The Party I further states that on account of introduction of the third shift from 2012, the Party II employed additional Operators with the designation as "Management Associates" and the said Management Associates are also working as Operators with the regular Operators and are doing the same work as is done by regular Operators and that some of the Management Associates are relievers of the Operators. The Party I states that some of the Operators, who were members of the Union and who had left the membership of the Union, were re-designated as Management Associates and were granted Special Allowance in addition to their normal wage and thereafter around the year 2013/14, they were promoted as Supervisors/Officers and the Party II presently employs about 230 Operators on regular basis besides casuals, temporaries, contract employees, etc.

7. The Party I states that the wages and allowances of the Operators in Group I are higher than Group II in view of their classification based on years of service i.e. seniority and further stated that the Management Associates were given more gross wages and other benefits than the regular Operators who are the members of the Union and are working for longer time and senior to the Management Associates. Party I further stated that the management associates were also threatened that they shall not become members of Party I Union and/or any Union of the workmen. The Party II made the Management Associates to work as Operators and it was informed to the workmen that the management associates were paid special allowance in addition to the wages and allowances in order not to become members of any Union of

workmen. The Party I states that the wages and allowances of such Associates are much higher than the Operators who are employed from 1999.

8. The Party I states that the Party II was discriminating between the Operators, who were the members of the Party I Union as in 2012 and the Operators with the nomenclature as Management Associates who were appointed subsequently in the matter of special allowance. The Party I states that the Management Associates joined the Party I Union in the year 2014 and on account of this, the Party II stopped revising the wages and allowances including special allowance of the Management Associates. The discrimination in special allowance was brought to the notice of the Party II orally by the Party I Union through the local committee of the Union and called upon the Party II to pay special allowance to the Operators also as the Operators and the Management Associates are doing the same and similar jobs in manufacturing process. The Party I stated that since the Party II did not agree to pay the special allowance to the Operators they made a complaint to the Dy. Labour Commissioner, Margao Goa vide its letter dated 08-05-2015 to investigate into the matter of discrimination for which the Party II denied its contention vide its replies dated 26-06-2015, 05-02-2016 and 25-04-2016.

9. The Party I stated that since there was no possibility of settlement of the said issue of special allowance on account of rigid stand taken by the Party II, the matter was ended in ex-parte failure as the Party II did not attend the conciliation on 20-05-2016 and hence the matter was then referred to this Tribunal for adjudication.

10. In the Written statement, the Party II has claimed that there is nothing due and payable to any of the workmen mentioned in the schedule of reference and therefore the question of non-payment of special allowance to the workmen concerned in the reference does not arise and there is no legality or unjustifiability committed by the Party II for alleged non-payment of special allowance to the workmen concerned in the reference and as demanded by Bhartiya Kamgar Sena, which are absolutely irrational, exorbitant and has been made in contravention of well established principles of industry-cum-region and comparable concerns having regard to existing emoluments paid to the workers. The demands of the Union are unreasonable, unjustified and ought to be rejected, even otherwise no justification has been given by the Union for grant of the said demands.

11. The Party I filed a Rejoinder at Exb. 9 denying the case put forth by Party II in the written statement.

12. The issues came to be framed at Exhibit 14 which are as follows:

1. Whether the Party I proves that the action of Party II in non-payment of Special Allowance w.e.f. 2012 is illegal and unjustified?
2. Whether the Party II proves that the reference is bad in law and not maintainable as stated in para A, B and C of the Written Statement?
3. What Relief? What Award?

13. Thereafter additional issue came to be framed at Exh. 26 which is as follows:

- 2A. Whether the reference ought to be rejected as the issues covered by this reference are settled by virtue of the Broad Terms of the Settlement dated 27-10-2017 and also the settlement dated 06-02-2018 signed between the workmen represented by Bhartiya Kamgar Sena and the management of Sanofi India Ltd. Under Section 2(p) read with 18(1) of the Industrial Disputes Act, 1947?

14. In the course of the proceedings, the parties filed an application at Exh. 36 Colly alongwith a copy of Memorandum of Settlement dated 08-06-2021 under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 stating that they have arrived at a settlement on the subject matter of the above reference with a prayer to pass a consent award in terms of the said settlement mentioned below:

1.0 Objectives, intent and purpose of this settlement

1.1 The purpose of this settlement is to provide orderly, effective and harmonious industrial relations through collective bargaining, to maintain cordial and meaningful relations between the Company and the workmen, to maintain fair wage and service conditions, to ensure prompt and fair redressal of grievances, to foster positive discipline and total observance of all rules and regulations everywhere in the organization, to sustain and improve efficiency, smooth and uninterrupted operations in the factory and to increase individual and overall productivity all round and ensuring also the welfare of the workmen.

1.2 Recognising the rights and responsibilities of the Company and appreciating that the Company

must improve and sustain its competitive status and earning capacity through concerted efforts aimed at improving efficiency and productivity, the workmen agree to render complete, wholehearted and unstinted co-operation in improving productivity, to improve continuously the quality of the Company's products and to ensure on-time delivery.

1.3 To re-dedicate and re-affirm our mutual faith to work together for the continuous stability, growth and profitability so that our organization becomes WORLD CLASS, serve customers to international standards, develop technologies related to both process and products, hold our own against competition and to become global in our thinking and approach.

1.4 The parties will co-operate in securing improvements in overall productivity and avoiding all forms of waste including waste of time and materials and all wasteful practices. For achieving the above objectives and to sustain and improve the competitive status of the Company, effectively respond to and satisfy customer needs and to improve its production and earning capacity, and pledge to foster and encourage the highest degree of co-operation between the Company and their workmen at all levels.

1.5 It is the intent and purpose of the parties hereto that under the existing highly competitive conditions in the industry, all efforts will be directed at maximising production/productivity, quality, containing the manufacturing costs at appropriate levels and eliminating all wasteful practices. In order to achieve this, there shall be appreciation of obligations on either side.

1.6 It is clearly understood and agreed by the Parties hereto that the objectives of the Settlement are not only to ensure harmonious industrial relations resulting in improved productivity and higher earnings to workmen, but also to review, streamline and rationalise various procedures, practices, systems, etc. and to ensure optimum utilisation of all resources, maintain optimum inventory levels, elimination of all wasteful practices and due enforcement of discipline for the sustained stability and growth for achieving the targeted turnover of the company.

2.0 MANAGEMENT ROLE:

In discharging their responsibilities, the Management shall be the providers of direction and long term perspective for the organization. All such necessary performance such as adequate long term and short term planning, required capital

expenditure and investments in plant, equipment etc. development and sufficient provision of vital infrastructure facilities such as space and power, development and management of sources of raw material/supplies of input to the Production Unit, adequate manpower planning and stationing and governance of the Employee population shall be considered as Management responsibilities.

3.0 EMPLOYEE ROLE:

While discharging their responsibilities through their sufficient and effective performance, the Workmen shall co-operate in all initiatives, Lean, Supply Chain Management, Modernisation, change in technology and manufacturing processes, contemporary management techniques and practices and optimising the use of men, material and machinery. Implementation of safety measures and using safety appliances, personal protection equipment's (PPE) etc. workmen agree jointly and severally to extend their full co-operation to the company in improving effective working time, enforcing discipline, improving the efficiency, maintaining punctuality and regularity in attendance, improving quality and safety at workplace consistently and eliminating wastage and unproductive practices which will hamper production/productivity.

4.0 COLLABORATIVE EFFORTS

Harmonious Industrial Relations, healthy practices and commitment on either side to resort only to constitutional means to resolve differences, if any, are accepted as prerequisites for successfully steering the Company to establish growth and attain an enviable position in the industry. Both parties firmly believe that joint efforts on the lines referred to above, will enable them to attain their cherished goals.

6.1 BASIC PAY AND FITMENT

It is agreed that the following pay scale shall apply to all the eligible workmen during the tenure of this settlement.

3000-550-5750-575-8625-600-11625-625-14750-650-18000-675-21375-700-24875-725-28500.

Each permanent workman on the rolls of the company and who are part of this settlement shall be given an adhoc rise in their existing basic pay w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 3045/- pm	Rs. 652.50/- pm+ yearly increment	Rs. 652.50/- pm+ yearly increment
II	Rs. 2695/- pm	Rs. 577.50/- pm+ yearly increment	Rs. 577.50/- pm+ yearly increment.
III	Rs. 2380/- pm	Rs. 510/- pm+ yearly increment	Rs. 510/- pm+ yearly increment.
IV	Rs. 1645/- pm	Rs. 352.50/- pm+ yearly increment	Rs. 352.50/- pm+ yearly increment.

5.0 APPLICABILITY:

The provisions of this settlement shall be applicable only to all permanent workmen who are members of the union and were on the rolls of the company on the date of submission of the charter of demands dated 2nd May, 2018 (as per the list attached in Annexure A) and no other workmen or employee shall be covered under this settlement. Any confirmed employee who was part of the charter of demand dated 2nd May, 2018 and has resigned from the services of the company or ceased to be in employment for any reason during the term of the settlement will be entitled for an amount proportionate to the period of service rendered during the term of the settlement. They would be paid actual arrears in full and final settlement of all their dues arising out of this settlement. In order to identify such workman an application will be obtained from them. As on the date of signing of this settlement, since the period/tenure of the settlement is already over the benefit would be given only to members as per the list attached in Annexure A.

It is further agreed between the parties that the provisions of this settlement, however, shall not be applicable to, workmen employed by any of the contractors or those who are employed as retainer/consultant or casual/temporary/part-time workmen for whatsoever job work in whatsoever capacity, they are engaged.

6.0 EMOLUMENTS & COSTING OF THIS SETTLEMENT

The total cost of the settlement was arrived at and then after agreement between the parties in mutual interest it was decided to distribute it in the following manner.

On adding above amount into the existing Basic Pay & Personal Pay (drawn in July, 2017), the basic salary so arrived will be then fitted in the Pay Scale at appropriate level. If there is no corresponding step in the salary scale the residue amount, if any, due to this fitment will be considered as Personal Pay. It is agreed between the parties that the Personal Pay of the first year i.e. 1st July, 2017 shall be added to the fitment money of the second year i.e. 1st July, 2018 and fitted at the respective step in the Scale of Pay and residue amount in the second year shall be taken as personal pay. Similarly the personal pay of second year shall be added to the fitment amount of the third year i.e 1st July, 2019 and fitted at the respective step in the scale of pay and the residue amount in the third year shall be taken as Personal Pay. This personal pay shall be considered for calculating all benefits such as overtime wages, provident fund, bonus, LTA, Gratuity. Basic scales for new employees taken on Probation/Confirmation will be fitted into Basic scale in respective Grades depending on his qualifications and experience and is paid all allowances in the Grade at the discretion of the management.

It is agreed between the parties that if the management associate joins the union of workmen at any time, they shall be given the scale of pay as agreed above in clause 2 and fitted at appropriate step prospectively from the date they join the union.

It has been agreed between the Union and the Management that the amount of Rs. 200 shall be added into Basic Wage w.e.f. 1st July, 2017.

6.2 HOUSE RENT ALLOWANCE.

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing House Rent Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 1995/- pm	Rs. 427.50/- pm	Rs. 427.50/- pm
II	Rs. 1645/- pm	Rs. 352.50/- pm	Rs. 352.50/- pm
III	Rs. 1330/- pm	Rs. 285/- pm	Rs. 285/- pm
IV	Rs. 595/- pm	Rs. 127.50/- pm	Rs. 127.50/- pm

House Rent Allowance will attract only contributions towards ESI and overtime benefit in accordance with the prevailing statute. It shall not be consider for the purpose of PF, Bonus, Gratuity and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6.3 LUNCH ALLOWANCE:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Lunch Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

This allowance shall not be considered for the purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

The present system of providing a subsidy of Rs. 14/- per meal will continue, however any further increase in the meal prices will be shared in the proportion of 75:25 between the Management and the employees respectively.

6.4 EDUCATION ALLOWANCE:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Education Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

This allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6.5 CONVEYANCE ALLOWANCE/TRANSPORT ALLOWANCE

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Conveyance Allowance/Transport Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

Conveyance Allowance/Transport Allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6.6 MEDICAL ALLOWANCE:

It is agreed between the parties that the prevailing practice shall continue in respect of this demand.

7.0 MEDICAL SCHEME:

All such workmen who are exempted from ESIC scheme (as in Clause 7) will be covered under a suitable insurance policy for Medical Hospitalization Reimbursement Policy upto an amount of Rs. 5,00,000/- per financial year for self, spouse and upto 2 dependent children upto 21 years of age. The hospitalization claim shall be directly settled with insurance company and all the terms and conditions as prevalent with the Insurance company will be applicable.

As and when the existing employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act, the hospitalization benefit scheme will cease to be in operation.

8.0 LEAVE TRAVEL ALLOWANCE:

All permanent employee on the rolls of the company will be paid an amount equivalent of one month Basic Pay and Personal Pay as Leave Travel Allowance. All other conditions for availing LTA will be as per the LTA policy of the company and will remain the same.

9.0 SHIFT TIMINGS:

It is agreed that the shift timings will be as follows (in case of three shift working):

Shift	Timing	Lunch/Dinner
I	08.00 hrs.-16.00 hrs.	30 mins.
II	16.00 hrs.-00.00 hrs.	30 mins.
III	00.00 hrs.-08.00 hrs.	30 mins.
General	09.00 hrs.-17.30 hrs.	30 mins.

- It is also agreed that, as per the prevailing practice and business needs, the company will decide to work in One/Two/Three shifts/ Extended shift as and when the need arise as per business requirement or due to exigencies of work.
- Availability of operators at work place (place of work) at start of shift indicated above i.e. sharp 08.00 hrs. for first shift 16.00 hrs. in second shift and 00.00 hrs. in third shift.
- During two shift operation
 - Machines to start within 10 minutes (i.e. 8:10 am in first shift) latest at beginning of shift.
 - No stoppage during first and second shift transition/handover.
 - Stoppage of machines 15 minutes before end of shift for cleaning purposes (at 11:45 pm in second shift).

- IV. If there is no cleaning of machine in each shift that the machines in the first and second shift shall run without stoppage.
- d. Subject to Clause 10 (C) above, the Operators to follow running handover strictly.
 - I. Operator shall ensure that the machine is not stopped during the shift change and handover the machine in running condition to the next operator/assigned employee.
 - II. The operator shall ensure that he/she takes the handover prior or sharp at respective shift timings mentioned and notified from time to time.
 - III. Operator to remain at respective post till other operator/assigned employee is able to take over charge during shift change.
 - IV. Operators to ensure that at no circumstances machine shall be stopped during the shift change. Similarly staggering shall be strictly followed during lunch/dinner break.
- e. Maximum number of late comings 3 (three) in a calendar month and max. Late time allowed in such case upto 10 minutes, after which the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the work place earlier than the designated time.
- f. Any operator punching his attendance card or reporting at place of work after 15 minutes from the start of the shift, the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the work place earlier than the designated time.
- g. Lunch break and dinner break timing of 30 mins. to be strictly followed and necessary staggering should be done.
- h. Shift operating personnel will remain at their posts until he is relieved by his successor or their supervisor is able to make other arrangements for their relieving.
 - I. Operators should remain at the work place and may leave workplace for IPC checks or only work related issues with permission of their supervisors.
 - II. Subject to Clause 10 (c) above, there will be no stoppage of machines during first, second shift and third shift transition and handover.

- III. Immediate communication in case machine stoppage to be given by the operator to the supervisor or maintenance engineer, to ensure maximum machine utilization and minimize the wastage.

9.0 SHIFT ALLOWANCE PAYMENTS:

All confirmed employee working in second shift will be paid a shift allowance of Rs. 40/- per second shift worked and Rs. 80/- incase of Third shift effective July, 2017. This will not be applicable for extended hours. Rules and regulations for claiming this allowance will be made in accordance with the provisions of the law relating to shift working. This amount will not attract any other benefit such as Provident Fund, Gratuity, Bonus and Overtime Payments.

10.0 LEAVE AND PAID HOLIDAYS:

All such workmen who are exempted from ESIC Scheme (as in Clause 7) will be given an additional 2 days of sick leave per calendar year (on pro-rata basis). These leaves will be withdrawn, as and when the employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act.

All other terms and conditions with respect to leave and paid holidays as per the prevailing practice and as detailed in the Certified Standing Orders will be applicable.

11.0 OVERTIME:

Overtime shall be paid as per the provisions of the Factories Act, 1948 and other relevant statutes. This amount shall not be taken into account for PF, Gratuity, Bonus and Leave encashment. The overtime shall not be refused when asked due to exigencies of work.

12.0 LOAN:

The permanent workman shall be entitled, from the date of signing of this agreement for a 50% interest subsidy on personal loan of upto Rs. 1,80,000/-. The workman shall satisfy all the terms and conditions attached to the loan. The Company shall reimburse 50% of the interest charged by the bank to the workman in his/her monthly salary. Any rules and regulations made under the loan scheme in future shall be binding on all workmen. Till the loan amount is fully repaid, workmen will not be entitled to any other company loan. Prevalent rules as applicable under Income Tax will be applicable.

13.0 FESTIVAL ADVANCE:

The permanent workmen shall be entitled to avail festival advance of Rs. 5,000/- per year. The advance will be paid once a year, either for Ganesh Chaturthi,

Diwali, Id or Christmas as per request made by the workmen in writing. The advance shall be deducted in 10 equal monthly instalments from the salary of the workmen from the month when the advance is availed.

14.0 MONSOON ALLOWANCE:

It is agreed between the parties that the prevailing practice shall continue in respect of this demand. An Amount of Rs. 750/- will be paid w.e.f. 2018 along with the salary in the month of May/June.

15.0 BONUS:

The Payment of Bonus shall be as per the provisions of the Payment of Bonus Act, 1965, and rules made thereunder.

16.0 INSURANCE POLICY:

All workmen would be covered under the Group Personal Accident Insurance Policy. The accident coverage for each workman will be for an amount of Rs. 1,00,000/- (Rupees One lakh only). The coverage will be on a 24-hours basis. The terms and conditions prevailing as per the policy shall be binding.

17.0 LUMP SUM PAYMENT:

It is agreed that the company shall pay a one-time lumpsum amount of Rs. 5000/- as ex gratia as settlement signing incentive.

In appreciation of the Co-operation shown by the Union and as demanded by the Union and the Workmen the company has agreed that each workman/member of union who are on the rolls of the company on the date of signing of this settlement shall be paid lumpsum amount of Rs. 11500/- totalling to Rs. 805000/- as ex gratia to be paid as a part of the arrears arising out of the settlement.

It is also agreed between the Union/Workmen/Management/Company that both the Parties shall file a joint application before the appropriate authorities for an award/order in terms of the settlement in ref IT/10/20 and IT/3/21 as also following disputes pending before various authorities for finally disposing the matters.

Sr. No.	Brief	Filed by	Filed against	Case No.
1	2	3	4	5
1.	Special allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of special allowance	Union	Sanofi India Ltd.	IT/13/18

1	2	3	4	5
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases
4.	Deduction of special allowance	Pravin Kande & others	Sanofi India Ltd.	CLE/ / (PWA-2)/ /2018
5.	Refusal to work	Union	Sanofi India Ltd.	IT/06/ /2020
6.	Works Committee	Union	Sanofi India Ltd.	CLE/TA/ / (383)/ /2016 and other related matters on the subject.

The Works committee will be constituted as per law laid down and committee shall be constituted within 90 days after the Award passed in terms of settlement by the Industrial Tribunal.

All pending enquiries against the workmen who are members of the Union will be mutually closed.

18.0 GENERAL PROVISIONS:

- The Union and the workmen have specifically agreed to implementation of various requirements/procedures under ISO, FDA regulations, GMP, EHS, Factories Act, I.D. Act, 1947 and gowning procedures and other Global/International authorities etc.
- This settlement is in full and final settlement of all demands raised by the Union in their charter of demands dated 20th June, 2020 mentioned in the recital of this case above and other demands, which are not specifically dealt with or not pressed in this settlement, shall be treated as settled.
- The Union and the workmen individually, Jointly or through any other union or agency, agree not to raise or pursue any dispute in respect of any demands in respect of the workmen covered under this settlement, whether specifically covered or not pressed or withdrawn in this settlement and further agree not to raise any demand on behalf of these workmen involving any financial burden or otherwise on the company, directly or indirectly, during the currency of this settlement. The Company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this settlement.

- d) In case of a legislation or otherwise, any identical or similar higher benefits as accruing to the workmen under this settlement, are introduced in future by the Government, the Union and the workman, the company shall make good the difference to fall in line with such legislation. The workmen will be entitled to opt for benefits either under this settlement or the legislation in its totality, whichever is more beneficial to them but not both.
- e) Both parties also agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussions between the parties in accordance with the existing grievance procedures, and without either party resorting to any unilateral action. It is also agreed between the parties that in event that they do not arrive at a mutually acceptable solution, both parties will follow constitutional and legally established machinery/methods for the settlement of disputes and shall not resort to any direct and/or agitational methods.
- f) It is in interest of the Company and its workmen that the company must sustain and improve its competitive status and earning capacity. For this the union and its workmen agree to co-operate with the Management in all necessary efforts to continue to improve efficiency, productivity, various continuous improvement programmes and elimination of wastage. As a measure of the same it is agreed that workmen or employee shall co-operate and participate in the Lean management/GMP and different initiatives like+QDCI, VSM (Value Stream Mapping), works committee, or any other taken in this regards.
- g) It is expressly understood by the Union and it workmen that all the prevalent service conditions shall continue to remain unaltered and the union and the workmen agree to abide and follow these conditions for the overall efficiency of the Plant and the Company.
- h) It is understood by the Union and the workmen that any rules and regulations, existing practices, privileges, terms and conditions currently prevailing in the company as a matter of policy or statute which have not been expressly altered as a result of this settlement shall continue to remain in force and the union and its workmen shall abide by the same. Any alteration in the existing policy, rules and regulations, existing practices and privileges or introduction of any new policy, rules and regulations, practices and privileges by the Company during the tenure of this settlement in accordance with the existing law at the time of such alteration/introduction, and which does not prejudice the terms and conditions of this settlement shall be followed by the union and its workmen. Similarly any statute modified or introduced by the Government during the tenure of this settlement shall be complied with by the company as well as the union and its workmen.
- i) It is understood and agreed upon by the Union and its workmen that usage of Mobile phones in the Production area (Manufacturing and Packaging) and other restricted areas is not permitted. The workmen and all other employees of the company shall strictly abide by the Mobile Policy of the Company.
- j) The Union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce the costs as an ongoing exercise. The Union and the Workmen shall continue to adhere to all measures adopted by the company from time to time towards this goal, including the following.
- I. Introduction of new and/or improved methods and machinery, restructuring, re-allocation or re-organization, flexibility of manpower allocation and method simplification or modification or improvements in various Inputs.
 - II. Both parties agree to carry out modifications, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement in the efficiency.
 - III. It is agreed that workman shall work in any section/department as per the requirement of the company. The Company may also depute workmen in other department/on any other job than currently handled by him for upgradation of his skill or due to exigencies of work or company requirements.
 - IV. It is agreed that workman shall adhere to working in shifts as notified from time to time and accepting overtime work as and

when it is required. Workmen from the prior shift shall co-operate and continue to work on overtime after his regular duty hours in case of absenteeism or work requirement.

- V. It is also agreed that safety of the plant, machinery/equipments and personnel is of paramount importance and both the parties shall protect it under all circumstances. The workmen shall ensure at all times wearing of personal protective equipment wherever required as per safety norms required for personal safety.
- VI. The concerned workmen shall handover proper charge at workplace during the change over from one shift to another. It is also agreed that all workmen will adhere to the shift timings by starting the work on time and not leaving the place of work until and unless relieved by the next shift operator.
- VII. It is agreed that the workmen will adhere to all the rules of the cafeteria/canteen including of lifting of self soiled plates and depositing the same in the bin provided in the canteen.
- VIII. It is also agreed that all workmen will attend the training programmes they are nominated for as per the Company's training and development plans.

19.0 TENURE OF SETTLEMENT:

The settlement shall remain effective from 1st July, 2017 to 30th September 2020 and shall continue to remain in force thereafter until such time it is validly terminated by either of the parties as per the provisions of the Industrial Disputes Act, 1947.

It is further agreed that the arrears arising out of this settlement shall be paid to all the workmen as per list at Annexure A. The said payment shall be subject to any deductions under the prevailing laws and will be paid within 3 succeeding months from signing of the settlement. Any tax liability arising from any payment or other benefits introduced or revised under the settlement will be as per the Income Tax Act, 1961.

That this settlement shall be presented before the Industrial Tribunal, Panaji in References No. IT 10/20 IT 03/2021, IT 53/16, IT 13/18 & IT 06/20 and before the Office of the Commissioner of Labour and Employment in cases of Protected Workmen, Pravin Kande and Others bearing No. CLE/(PWA-2)/2018 & Works Committee with a prayer to make an Order in terms of this settlement.

It is agreed that with the signing of the settlement, all the differences or disputes pending cases/reference related to the Charter of Demands in Reference No. IT 10/20 and IT 03/2021 between the management and the workmen in the tribunal or with conciliation authority is deemed to have been settled. It is agreed that no fresh dispute on any issue which is settled under this settlement shall be raised with the management or with any authority under industrial/labour law during the subsistence of this settlement. In view of the above settlement it is specifically agreed between the parties for the disposal of all the matters mentioned hereinbelow that Union will withdraw all the following case or file and shall make applications before the appropriate authority to pass no dispute award for the disputes mentioned hereinbelow.

Sr. No.	Brief	Filed by	Filed against	Case No.
1.	Special allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of special allowance	Union	Sanofi India Ltd.	IT/13/18
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases
4.	Deduction of special allowance	Pravin Kande & others	Sanofi India Ltd.	CLE/(PWA-2)/2018
5.	Refusal to work	Union	Sanofi India Ltd.	IT/06/2020
6.	Works Committee	Union	Sanofi India Ltd.	CLE/TA/(383)/2016 and other related matters on the subject.

20.0 That in consideration of the management having agreed to their demands as specified in this settlement, during the period of its operation the workers who are beneficiaries of the settlement and the Union agree that they will not, either jointly or severally, raise/support any demand involving any additional financial burden upon the management, or support any move likely to disrupt any of the operations of the Management, which may directly or indirectly cast a financial burden on the company.

For the following three workmen who were confirmed in between the tenure of the settlement their payment mode will be as follows:

E Code	Name	DOJ
130042	Surat Gaonkar	14-09-2017
99227	Kumar Kamble	14-09-2017
99070	Jitendra Usapkar	13-05-2017

The above three workmen would be only eligible for settlement benefit from July, 2018. Further, they would be paid annual basic increment of April, 2018. If the said employees had taken MA increments for the year April 18, then the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

Further, employees joined the union on 17-07-2017 would be eligible for Settlement benefit from July, 2017. Further, employees joined the union on 28-06-2018 would be eligible for Settlement benefit from July, 2017. Further they will be paid annual basic increment of April, 2018 as per the settlement. Further, if these set of workmen had taken MA increments for the year April, 2018 than the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

21.0 OTHER CONDITIONS OF SERVICE:

That all other terms and conditions of service, more particularly including all those specified in the letter of appointment of probation/confirmation, Certified Standing Orders and existing rules and regulations as the case may be, in the employment of the management) not modified in this settlement, will continue unaltered.

It is hereby agreed by and between the parties that any technical, legal, arithmetical and typographical error that may have inadvertently crept up in the settlement, will be resolved and rectified mutually and neither party will take undue advantage if any.

The above Memorandum of Settlement has been signed by representative of Party I, Mr. Arvind Sawant, President, Dr. Raghunath Kuchik, General Secretarial and other Committee Members, so also the representative of Party II, Shri Magno Fernandes, Site Director, Goa Site and Mr. Shailendra Bidye—Site HR Head, Goa Site and the other Officials on behalf of Party II. I have gone through the application dated 09-06-2021 along with the Memorandum of Settlement at Exh. 7 colly filed as above, which in my view, are just and fair and in

the interest of both the Workmen/Party I as well as Employer/Party II and hence, the same are accepted.

14. In view of above, I pass the following:

ORDER

- (i) The reference at the instance of both the Parties stands disposed off in view of the application dated 09-06-2021 at Exhibit 7 colly.
- (ii) Consequently, the benefits of the Settlement shall be extended to the workmen of Party I.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-

(Bela N. Naik)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Dated:- 22-06-2021.

Place:- Panaji-Goa.

Notification

No. 28/2/2021-LAB/Part-IV/457

The following award passed by the Labour Court-II, at Panaji-Goa on 16-08-2021 in Case No. LC-II/IT/10/2020 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Labour) (Link).

Porvorim, 21st September, 2021.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. LC-II/IT/10/2020

Mrs. Josefina F. Fernandes,
R/o. Palmar Waddo,
St. Estevam,
Ilhas-Goa (403 106) ... Workperson/Party-I
V/s

M/s. Maberest Hotels
Private Limited,
Unit of Hotel Fidalgo,

18th June, Road,
Panaji-Goa

... Employer/Party-II

Workperson/Party-I present in person.

Employer/Party-II absent, marked an Ex-parte.

Panaji, dated: 16-08-2021.

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act, 14 of 1947) the Government of Goa, by Order dated 16-09-2020, bearing No. 28/10/2020-LAB/965 referred the following dispute for adjudication to this Labour Court-II, Panaji, Goa.

“(1) Whether the action of the management of M/s. Mabereest Hotels Private Limited, Unit of Hotel Fidalgo, Panaji, Goa, in terminating the services of Ms. Josefina Feliciano Fernandes, Assistant Housekeeper, with effect from 11-06-2019, is legal and justified?”

“(3) If not, to what relief the Workperson is entitled?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/10/2020 and registered A/D notice was issued to the parties. In pursuance to the said notice, the Workperson/Party-I (for short 'Workperson') put in her appearance. On the contrary, the Employer did not appear before this Court on the scheduled dates of hearings, though duly served. This Court marked an ex-parte order against the Employer, after giving them several opportunities and an ex-parte proceedings were conducted.

3. The Workperson filed her Statement of Claim on 20-01-2020 at Exb-4. The facts of the case in brief as pleaded by the Workperson are that the Employer/Party II (for short, "Employer") is a company incorporated under the Indian Companies Act, 1956 and is having its registered office at 18th June road, Panaji-Goa. She stated that the Employer is a hotel industry. She stated that the Employer owned a unit namely Hotel Fidalgo at Panaji-Goa. She stated that she was initially issued a letter of intent dated nil offering her employment as 'Assistant Housekeeper' commencing from 01-11-2010. She stated that thereafter, she was issued a letter of appointment dated 15-11-2010 employing her as an 'Assistant Housekeeper' w.e.f. 01-11-2010. She stated that she has been issued certificate of appreciation from time to time by the Employer for her sincerity and dedication towards work. She stated that as an 'Assistant Housekeeper', she was performing duty of housekeeping of

cleaning rooms and public area of the Employer hotel.

4. She stated that on 11-06-2019, she was called upon by the HR office stating that her services are terminated w.e.f. 11-06-2019. However, she was not issued any letter of termination by the Employer. She stated that she was pressurized to tender her resignation letter, which she refused. She stated that she made a complaint of her illegal termination before the Commissioner, Labour and Employment, Panaji-Goa, vide her letter dated 01-07-2019. She stated that the Employer submitted her termination letter dated 18-07-2019 during the course of conciliation proceedings before the Conciliation Officer, stating that her services were terminated w.e.f. 11-06-2019. She stated that she was shocked to learn that allegations were made against her behaviour in the said letter of termination. She stated that the allegations made against her in the termination letter were completely false and baseless. She stated that no show-cause notice was issued nor conducted an enquiry into the said allegations. Hence, the termination of her services is in violation of principles of natural justice. She stated that at the time of termination of her services, she was not paid legal dues such as unpaid salary of July, 2019, leave encashment, bonus, notice pay, gratuity, retrenchment compensation and other terminal dues. She stated that the Asstt. Labour Commissioner, Panaji-Goa issued notice to the Employer. However, nobody attended for the discussion before him and as such conciliation ended in failure.

5. She contended that the action of the Employer in terminating her services w.e.f. 11-06-2019 amounts to retrenchment of her services. She submitted that at the time of termination of her services, the Employer did not comply with Section 25-F of the I.D. Act, 1947. She submitted that the action of the Employer in terminating her services w.e.f. 11-06-2019 retrospectively by letter dated 18-07-2019 is illegal, bad-in-law and unjustified. She stated that she is unemployed from the date of her termination till date. She stated that she had approached several other hotel units in Panaji and other cities, but she was not successful in getting employment. She stated that she is a widow and only bread earner to her family of three children. The Workperson therefore, prayed for passing an award holding that she be reinstated back in service with full back wages, consequential benefits and continuity in service.

6. This court framed the following issues on 26-03-2021 at Exb. 5.

1. Whether the Workperson/Party I proves that she was working continuously for the Employer w.e.f. 01-11-2010 till the date of her termination w.e.f. 11-06-2019?
2. Whether the Workperson/Party I proves that the action of the Employer in terminating her services w.e.f. 11-06-2019 is illegal and unjustified?
3. Whether the Workperson/Party-I is entitled to any relief?
4. What order? what award?

7. My findings to the aforesaid issues are as under:

- (a) Issue No. 1 : In the Affirmative.
- (b) Issue No. 2 : In the Affirmative.
- (c) Issue No. 3 and 4 : As per final order.

8. The Workperson filed synopsis of written arguments. None present for the Employer at the time of final arguments nor filed its synopsis of written arguments. I have carefully perused the entire records of the present case. I have also carefully considered the written submissions made by the Workperson in person and is of the opinion as under:

REASONS

Issue No. 1:

9. To prove her case, the Workperson examined herself and produced on record certain documentary evidence in support of her oral evidence.

The evidence on record indicates that the Workperson was offered a letter of intent for the position of 'Assistant Housekeeper', vide letter of the Employer dated nil (Exb. 7). The evidence on record further indicates that the Workperson was appointed by the Employer as 'Asstt. Housekeeper' w.e.f. 01-11-2010, vide its letter dated 15-11-2010 (Exb. 8). The evidence on record indicates that the Workperson was issued certificates of appreciation towards her sincere and dedicated service by the Employer, vide its letter dated 09-09-2014, 09-02-2015 and August, 2016 (Exb. 9-colly). Thus, the oral as well as documentary evidence on record adduced by the Workperson indicates that the Workperson was in continuous service of the Employer w.e.f. 01-11-2010 till the date of her termination w.e.f. 11-06-2019. It is therefore held that the Workperson proved that she was continuously working for the Employer from the date of her appointment w.e.f. 01-11-2010 till the date of her termination w.e.f. 11-06-2019. The issue No. 1 is therefore answered in the Affirmative.

Issue No. 2:

10. While deciding the issue No. 1 hereinabove, I have discussed and come to the conclusion that the Workperson was continuously working for the Employer Hotel from the date of her appointment w.e.f. 01-11-2010 till the date of her termination w.e.f. 11-06-2019.

The evidence on record indicates that on 11-06-2019, she was called upon by the HR office and was pressurised to tender her resignation letter, which she refused. The evidence on record indicates that the Workperson was orally informed that her services are terminated w.e.f. 11-06-2019. The evidence on record indicates that the Workperson has made a complaint of illegal termination of her services, vide her letter dated 01-07-2019 before the Commissioner, Labour and Employment, Panaji-Goa. The evidence on record further indicates that the Employer submitted a letter dated 18-07-2019 (Exb. 12) addressed to the Asstt. Labour Commissioner, Panaji-Goa pertaining to the termination of services of the Workperson. The evidence on record indicates that the Workperson was shocked to learn the allegations made against her behaviour, which were completely false and baseless. The Employer has however, failed to produce any cogent evidence either oral or documentary to substantiate its statement made in the letter dated 18-07-2019 at Exb. 12. Thus, the letter of the Employer dated 18-07-2019 at Exb.12 addressed to the Asstt. Labour Commissioner (ALC), Panaji-Goa alleging misconduct on the part of the Workperson is an afterthought. The evidence on record indicates that at the time of termination of services of the Workperson, she was not issued one months' notice or one months' pay in lieu of notice nor paid retrenchment compensation etc. Thus, the action of the Employer in terminating the services of the Workperson is in violation of Section 25-F of the I.D. Act, 1947 and as such it is illegal, unjustified and bad-in-law.

11. Even assuming that the letter of the Employer dated 18-07-2019 at Exb. 12 is genuine, the Employer has not issued any show-cause notice nor conducted enquiry into the alleged misconducts. The content of the said letter at Exb. 12 are reproduced hereunder:

"We hereby communicate to you our decision of terminating the services of Ms. Josefina Fernandes w. e. f. 11-06-2019.

It has been observed that after our repeated warnings and counselling given to her, she have

been found not abiding to the instructions given to her.

There has been lot of performance issues from her side. She was also not able to manage the staff given to her and handle the area allocated to her. Her casual behaviour on the incident occurred on 06-06-2019 is not at all acceptable. No immediate action was taken by her even after receiving information from the laundry boy about the torn laundry collected from the guest. This behaviour has caused serious damage to the company image and reputation which has a direct impact on the company's business goals. Secondly, on 09th June, 2019 she was not present in the area allocated to her. She was not even able to justify her absence, when she was asked about the same.

Such behaviour is completely unacceptable, hence, the Company has decided to terminate her services, with immediate effect."

12. Thus, the aforesaid letter at Exb. 12 itself indicates that the Workperson was not issued any letter of termination of her services for the reasons best known to the Employer. The said letter at Exb. 12 addressed to the ALC, Panaji-Goa clearly indicates that the services of the Workperson has been terminated for the acts/omission of misconducts as stated in the said letter hereinabove. The said letter at Exb. 12 casts a stigma on the Workperson. However, there is nothing on record to show that the Workperson was issued any warning and counselling as alleged nor any showcause notice nor charge-sheet for the alleged misconduct on her part. There is also nothing on record to show that any disciplinary enquiry was conducted against the Workperson pertaining to her alleged acts of misconducts. In the circumstances, the termination of services of the Workperson is in violation of the principles of natural justice and hence, it is illegal and bad-in-law. The Employer also did not justify its action in terminating the services of the Workperson without issuing any showcause notice or charge-sheet or holding an enquiry against the Workperson.

In view of above, it is held that the Workperson proved that the action of the Employer in terminating her services w.e.f. 11-06-2019 is illegal and unjustified. The issue No. 2 is therefore answered in the Affirmative.

Issue No. 3:

13. While deciding the issue No. 2 hereinabove, I have discussed and come to the conclusion that

the action of the Employer in terminating her services w.e.f. 11-06-2019 is illegal and unjustified.

The evidence on record indicates that the Workperson was in the services of the Employer continuously w.e.f. 01-11-2010 till the date of her termination of services w.e.f. 11-06-2019. The evidence on record indicates that the Workperson tried for alternate employment, however, she was not successful in getting the employment. The evidence on record indicates that the Workperson is unemployed from the date of her termination till date. The Workperson is therefore entitled for reinstatement in services of the Employer alongwith full back wages and continuity in services with consequential benefits thereof.

In view of above, I pass the following order:

ORDER

1. It is held that the action of the management of M/s. Maberes Hotels "Private Limited, Unit of Hotel Fidalgo, Panaji, Goa, in terminating the services of Ms. Josefina Feliciano Fernandes, Assistant Housekeeper, with effect from 11-06-2019, is illegal and unjustified.
2. The Employer, M/s. Maberes Hotels Private Limited, Unit of Hotel Fidalgo, Panaji, Goa, is hereby directed to reinstate Ms. Josefina Feliciano Fernandes, Assistant Housekeeper in services alongwith full back wages and continuity in services with consequential benefits thereof.
3. No order as to cost.

Inform the Government accordingly.

Sd/-

(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Order

No. 28/20/2021-LAB/477

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. New Vision Printing Services Private Limited (Formerly known as High Mark (I) Private Limited), NVI House, Tivim Industrial Estate, Karaswada, Mapusa, Goa and it's workperson Mrs. Rupa Kavlekar, Team Leader-Accounts, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now therefore in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. New Vision Printing Services Private Limited (Formerly known as High Mark (I) Private Limited), NVI House, Tivim Industrial Estate, Karaswada, Mapusa Goa, in terminating services of Mrs. Rupa Kavlekar, Team Leader Accounts, with effect from 30-04-2020, is legal and justified?"
- (2) If not, to what relief the workperson is entitled?"

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Labour) (Link).
Porvorim, 27th September, 2021.

Order

No. 28/31/2021-LAB/507

Whereas the Government of Goa is of the opinion that an Industrial dispute exists between the management of M/s. Muktar Automobiles Private Limited, Plot No. B-2, B-3 Phase 1A, Verna Industrial Estate, Verna, Goa and it's workmen represented by the Goa Union of Industrial Workers, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7 A of the said Act.

SCHEDULE

- "(1) Whether the shifting of workshop of M/s. Muktar Automobiles Private Limited, Plot No. B-2, B-3 Phase 1A, Verna Industrial Estate, Verna, Goa to Pilerne Industrial Estate, with effect from 01-02-2021, amounts to closure of Establishment?"
- (2) If answer to issue No. (1) above is in negative, then what relief workmen are entitled to?
- (3) Whether the action of the management of M/s. Muktar Automobiles Private Limited, Plot No. B-2, B-3 Phase 1A, Verna Industrial Estate, Verna, Goa in transferring the workmen as shown in Annexure, who are on the roll of the company to Pilerne Industrial Estate Workshop, with effect from 01-02-2021, is legal and justified?
- (4) If the answer to the above issue No. (3) is in negative, then what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 14th October, 2021.

ANNEXURE

Sr. No.	Name of the workmen	Designation	Date of termination
1.	Socorin Cruz	Housekeeping	01-02-2021.
2.	Damaymmav Durgappa	Housekeeping	01-02-2021.
3.	Nitin Shirodkar	Driver	01-02-2021.
4.	Ritesh Methar	Breakdown Driver	01-02-2021.
5.	Anthony Cardozo	Driver	01-02-2021.
6.	Viraj Naik	Driver + Service Advisor	01-02-2021.
7.	Jagdish Naik	Technician	01-02-2021.
8.	Manuel Coelho	Electrician	01-02-2021.
9.	Jameel Mohammed	Technician	01-02-2021.
10.	Gangaram Chari	Electrician	01-02-2021.
11.	Raoji Harmalkar	Technician	01-02-2021.

1	2	3	4
12.	Sunil Gajikar	Technician	01-02-2021.
13.	Shriram Parab	Maintenance	01-02-2021.
14.	Divesh Palkar	Alignment	01-02-2021.
15.	Jaber Ahmed	Technician	01-02-2021.
16.	Pradeep Pawar	Technician	01-02-2021.
17.	Babu Gaonkar	Washing	01-02-2021.
18.	Narendra Chari	Technician	01-02-2021.
19.	Kadir Badsha	Technician	01-02-2021.
20.	Joaquem D'souza	Technician	01-02-2021.
21.	Rajesh Khundar	Technician	01-02-2021.
22.	Sameer Naik	Technician	01-02-2021.
23.	Shamshad Ahmed	Denter	01-02-2021.
24.	Nurjan Ansari	Painter	01-02-2021.
25.	Yellamma Hirebadu	Housekeeping	01-02-2021.
26.	Ulbova Harijan	Housekeeping	01-02-2021.
27.	Vishwanath Naik	Driver	01-02-2021.
28.	Ramesh Govekar	Washing	01-02-2021.
29.	Shamim Malik	Denter	01-02-2021.
30.	Narahari Patkar	Technician	01-02-2021.
31.	Anil Raul	Technician	01-02-2021.
32.	Alexander Peter	Technician	01-02-2021.
33.	Vaseem Shirshati	Technician	01-02-2021.

Order

No. 28/44/2021-LAB/513

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Indian Red Cross Society, Goa State, Municipal Building, 18th June Road, Panaji, Goa and it's workperson Ms. Seles de Oliveira, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And Whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Indian Red Cross Society, Goa State, Municipal Building, 18th June Road, Panaji, Goa in terminating services of Ms. Seles de Oliveira, with effect from 01-10-2019, is legal and justified?

(2) If not, to what relief the workperson is entitled?"

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 18th October, 2021.

Department of Personnel**Order**

No. 7/20/2019-PER/2603

Read: Order No. 14020/04/2021-UTS-I dated 11-10-2021.

The Governor of Goa is pleased to relieve Shri Kuldeep Singh Gangar, IAS (AGMUT:2009), Secretary (Agriculture) from this Administration with effect from 20-10-2021 (f.n.) to join his next posting in Delhi.

By order and in the name of the Governor of Goa.

Vishal C. Kundaikar, Under Secretary (Personnel-I).

Porvorim, 18th October, 2021.

Department of Planning, Statistics & Evaluation

Directorate of Planning, Statistics & Evaluation

Corrigendum

No. DPSE/I/ADMN/Prom.RA/2019/2015

Read: Promotion Order No. DPSE/I/ADMN/Prom.RA/2019/1991 dated 13-10-2021.

In partial modification to the above referred Order, the Official at Sr. No. 05, Shri Vishant S. Nagvekar, Statistical Assistant promoted to the post of Research Assistant, the place of posting may be read as "Office of the Principal Chief Conservator of Forest, Goa Van Bhavan, Forest Department, Altinho, Panaji-Goa against the transfer of Shri Milind R. Amonkar, Research Assistant" instead of "Chief Electoral Office, Altinho, Panaji on transfer of Shri Sumant Rodrigues, RA to Collectorate (North), Panaji".

This issues with the approval of the Government U. O. 4165/F dated 14-10-2021.

By order and in the name of the Governor of Goa.

Dr. Y. Durga Prasad, Director & ex officio Jt. Secretary (Planning).

Porvorim, 18th October, 2021.

Department of Power

Office of the Chief Electrical Engineer

Order

No. CEE/Estt-01-11-2010/S.E.I (Depu)/Vol. I/1583

Read: Order No. 1. No.CEE/Estt-01-11-2010/S.E.I(Depu)/Vol. I/2888 dated 30-11-2018.

2. No. CEE/Estt-01-11-2010/S.E.I(Depu)/Vol.I/607 dated 29-05-2019.

3. No. CEE/Estt-01-11-2010/S.E.I(Depu)/Vol.I/38 dated 23-04-2020.

4. No. CEE/Estt-01-11-2010/S.E.I(Depu)/Vol.I/1619 dated 19-10-2020.

Government is pleased to extend the appointment of Shri Radhakrishna Kenny, retired Executive Engineer (Elect.) as Electrical Inspector, under State Electrical Inspectorate, Government of Goa in the Pay Matrix Level 12 on contract basis for a period of six months w.e.f. 01-11-2021 to 30-04-2022 as per O.M. dated 05-08-2021.

His pay in the re-employed post shall be fixed in terms of C.C.S. (Fixation of Pay of Re-employed Pensioners) Orders 2016.

His re-appointment is subject to an agreement to be executed specifying the terms and conditions of his re-employment.

The expenditure on his pay and allowances shall be debited to the Demand No. 76, Head of Account: 2801—Power; 80—General; 800—Others Expenditure; 02—State Electrical Inspectorate (Non-Plan); 01—Salaries.

This issues with the approval of the Government vide U.O. No. 6210/F dated 01-10-2021.

By order and in the name of the Governor of Goa.

Raghuvir G. Keni, Chief Electrical Engineer & ex officio Additional Secretary (Power).

Panaji, 19th October, 2021.

Department of Public Health

Order

No. 46/1/2006-I/PHD (P.F.)/2257

Government is pleased to transfer the following doctors under Directorate of Health Services and post them at the places indicated in Col. No. 4 against their names with immediate effect and until further orders:-

Sr. No.	Name of the Doctor	Present place of posting	Transferred and posted at
1	2	3	4
1.	Dr. Benadita Dias, Medical Officer	Hospicio Hospital, Margao	Urban Health Centre, Margao, in place of Dr. Shruti Naik Dessai.

1	2	3	4
2.	Dr. Shruti Naik Dessai, Medical Officer	Urban Health Centre, Margao	Hospicio Hospital, Margao, vice Dr. Benadita Dias Transferred.

By order and in the name of the Governor of Goa.
Gautami Parmekar, Under Secretary (Health-II).
 Porvorim, 13th October, 2021.

Department of Revenue

Order

No. 26/11/2015-RD/8720

The Government of Goa, is pleased to transfer the following Officers, in the public interest, with immediate effect:

Sr. No.	Name of the Officer	Present posting	New place of posting
1	2	3	4
1.	Smt. Anisha Matonkar, I.S.L.R.	Inspector of Survey & Land Record, Vasco	Assistant Survey and Settlement Officer, Head Office.
2.	Shri Patrick Gonsalves, I.S.L.R.	Assistant Survey and Settlement Officer, Head Office	Inspector of Survey & Land Record, Salcete.
3.	Shri Manguesh Kholkar, I.S.L.R.	Inspector of Survey & Land Record, Salcete	Inspector of Survey & Land Record, Vasco.

By order and in the name of the Governor of Goa.
Sudin A. Natu, Under Secretary (Revenue-I).
 Porvorim, 13th October, 2021.

Notification

No. 26/Secy(Rev)Pending-mut/20-21/8741

In exercise of the powers conferred by Clause (h) of Section 4 of the Goa Land Revenue Code, 1968 (Act No. 9 of 1969), Government of Goa hereby appoints the Registering Officer, as appointed under Section 6 of the Registration Act, 1908 (Act No. 16 of 1908), as a Mamlatdar, exclusively for the purpose of disposal of mutation cases under, The Goa, Land Revenue (Records of Rights and Register of Cultivators) Rules, 1969 where the right to any land has been acquired through a document registered before him.

This notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).

Porvorim, 28th September, 2021.

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